

# **EXHIBIT 11**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

FIRST CITIZENS BANK AND  
TRUST COMPANY, INC.

Plaintiff,

v.

HWY 81 VENTURE, LLC;  
SOUTH POINT EXCHANGE, LLC;  
JOHN A. CREASY, JR.; and  
J.H. ROWLAND, III a/k/a  
JOSEPH HENRY ROWLAND, III

Defendants.

CIVIL ACTION

FILE NO. 1:10-CV-2126-JEC

**DECLARATION DON M. UPDEGRAFF**

DON M. UPDEGRAFF, under penalty of perjury and pursuant to 28 U.S.C.

§ 1746, hereby states as follows:

1. My name is Don Updegraff. I am over 21 years of age. I give this affidavit of my own personal knowledge for all lawful uses in this case.

2. I am a Senior Vice President of First Citizens Bank and Trust Company, Inc. (the "Bank"). I am the officer at the Bank with primary day-to-day responsibility for the loans to Hwy 81 Venture, LLC ("Hwy 81"), South Point

Exchange, LLC ("South Point"), John A. Creasy, Jr. ("Creasy") and J.H. Rowland, III ("Rowland") that are at issue in this case.

3. On February 2, 2010, the Bank sold property securing debt owed by Hwy 81 to the Bank at foreclosure. The Bank was the highest and best bidder at \$1,440,000.00. A true and correct copy of the Deed Under Power of Sale executed by the Bank as attorney-in-fact for Hwy 81 is attached as Exhibit 1.

4. Also on February 2, 2010, the Bank sold property securing debt owed by South Point to the Bank at foreclosure. The Bank was the highest and best bidder at \$4,500,000.00. A true and correct copy of the Deed Under Power of Sale executed by the Bank as attorney-in-fact for South Point is attached as Exhibit 2.

5. Attached to this Declaration as Exhibit 3 is the account history maintained by the Bank for the Promissory Note dated March 1, 2008 payable by Hwy 81 to Georgian Bank in the original principal amount of \$2,512,000.00, as modified (the "Hwy 81 Note").

6. Attached to this Declaration as Exhibit 4 is the account history maintained by the Bank for the Promissory Note dated March 1, 2008 payable by South Point to Georgian Bank in the original principal amount of \$7,200,000.00, identified as Loan No. 4000658500 (the "South Point Note").

7. Attached to this Declaration as Exhibit 5 is the account history maintained by the Bank for the Credit Agreement dated November 10, 2008 executed by Creasy in favor of Georgian Bank in the original principal amount of \$250,000.00, and a Loan Payoff Letter effective December 28, 2010 for the Credit Agreement executed by Creasy.

8. Attached to this Declaration as Exhibit 6 is the account history maintained by the Bank for the Credit Agreement dated January 2, 2009 executed by Rowland in favor of Georgian Bank in the original principal amount of \$250,000.00, as modified, and a Loan Payoff Letter effective December 28, 2010 for the Credit Agreement executed by Rowland.

9. The account histories attached hereto are compilations of data made and kept in the regular course of the Bank's business or that of the Bank's predecessor-in-interest, Georgian Bank. It is the regular practice of the Bank to make records such as these and it was the regular practice of Georgian Bank to make records such as these. Entries in these records are made at or near the time of the events being entered, by someone with knowledge of those events.

10. As set forth in the account histories attached as Exhibits 3 and 4, after application of the amounts paid for the properties securing the Hwy and South

Point Notes, the amounts owed and outstanding on the Hwy 81 and South Point Notes as of December 28, 2010 are as follows:


Note	Outstanding Balance	Per Diem Interest after 12/03/10
Hwy Note	\$1,192,946.71	\$104.22
South Point Note	\$3,024,135.95	\$262.14

11. As set forth in the account histories and Loan Payoff Letters attached as Exhibits 5 and 6, the amounts owed and outstanding on the Creasy and Rowland Notes as of December 28, 2010 are as follows:

Note	Outstanding Balance	Principal	Accrued Interest as of 12/03/10	Late Fees	Per Diem Interest after 12/03/10
Creasy Note	\$269,808.52	\$249,673.36	\$18,586.79	\$1,548.37	\$34.67
Rowland Note	\$272,665.62	\$250,000.00	\$22,265.62	\$400.00	\$43.40

I declare under the penalty of perjury that the foregoing is true and correct and that the foregoing statements are true and correct.

This 14 day of January, 2011.

  
DON M. UNDERGRAFF

# **EXHIBIT 1**

BOOK PAGE  
011637 0184

DOCH 002799  
FILED IN OFFICE  
02/08/2010 10:27 AM  
BK:11637 PG:184-188  
BARBARA A. HARRISON  
CLERK OF SUPERIOR COURT  
HENRY COUNTY

*Barbara A. Harrison*

REAL ESTATE TRANSFER TAX  
PAID: \$0.00

After Recording Return to:  
Robert W. Reardon, Esq.  
Morris, Manning & Martin, L.L.P.  
1600 Atlanta Financial Center  
3343 Peachtree Road, N.E.  
Atlanta, Georgia 30326

STATE OF GEORGIA )

COUNTY OF HENRY )

PT-61 075-2010 - 001143

**DEED UNDER POWER OF SALE**

This instrument made and executed as of the 2nd day of February, 2010.

**WITNESSETH:**

THAT WHEREAS, on the 2nd day of February, 2010, during the legal hours of sale, First Citizens Bank and Trust Company, Inc. ("Holder"), as assignee of the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Georgian Bank ("Lender"), as attorney-in-fact for Hwy 81 Venture, LLC (the "Grantor"), did expose for sale at public outcry, to the highest bidder for cash, before the courthouse door in Henry County, Georgia, the Premises (hereinafter defined) at which sale First Citizens Bank and Trust Company ("Purchaser") was the highest and best bidder at and for ONE MILLION FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,440,000.00) (the "Purchase Price"), and the Premises were then and there knocked off to Purchaser. The sale was made under and by virtue of the power and authority granted to Lender in that certain Deed to Secure Debt, Assignment of Rents and Security Agreement from Grantor to and in favor of Lender dated February 28, 2006, filed for record March 7, 2006, and recorded in Deed Book 8992, Pages 228-240, Henry County, Georgia records, as modified by that certain Modification to Deed to Secure Debt, Assignment of Rents and Security Agreement; Modification to Assignment of Rents and Leases and UCC by and between Grantor and Lender, dated October 10, 2006, filed for record December 12, 2006, and recorded in Deed Book 9821, Pages 30-33, aforesaid records (the "First Modification"), as further modified by that certain Second Modification to Deed to Secure Debt, Assignment of Rents and Security Agreement; Modification to Assignment of Rents and Leases and UCC by and between Grantor and Lender dated March 30, 2007, filed for record June 6, 2007, and recorded in Deed Book 10245, Pages

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86-90, aforesaid records (the "Second Modification"), and, as assigned to Holder by that certain Assignment (the "Assignment") by and between FDIC and Holder filed in aforesaid records (as modified and assigned the "Security Deed"). The sale was made after advertising the time, place and terms thereof in the Henry Herald, having general circulation in Henry County, Georgia and being the publication in which Sheriff's advertisements for the county are published, once a week for four (4) weeks prior to the sale. The advertisement complied in all respects with the requirements of the power of sale contained in the Security Deed. Notice to Grantor, in compliance with O.C.G.A. Section 44-14-162.2, was not required. The sale was made for the purpose of paying the indebtedness due to Holder, secured by the Security Deed, and the expenses of the sale, all of which was mature and payable because of default of Grantor in the payment of i) that certain renewal Promissory Note from Grantor to and in favor of Lender dated March 1, 2008 in the original principal sum of TWO MILLION FIVE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS (\$2,512,000.00), as modified by the First Modification, as further modified by the Second Modification, as further modified by that certain Change in Terms Agreement by and between Grantor and Lender dated March 1, 2009, and, as assigned to Holder by the Assignment; and, ii) that certain renewal Promissory Note from South Point Exchange, LLC to and in favor of Lender dated March 1, 2008 in the original principal sum of SEVEN MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$7,200,000.00), as modified by the Second Modification, and as assigned to Holder by the Assignment (as modified and assigned, collectively, the "Notes"), secured by the Security Deed.

NOW, THEREFORE, Holder, acting under and by virtue of the power of sale contained in the Security Deed and in consideration of the Purchase Price paid for the Premises by virtue of the public sale aforesaid, and in consideration of the facts hereinbefore recited, has bargained, sold and conveyed and does hereby bargain, sell and convey unto Purchaser, having an address of 3300 Cumberland Boulevard, Suite 400, Atlanta, Georgia 30339, its successors and assigns the following described land, improvements, fixtures and appurtenances, to wit (collectively, the "Premises"):

All that tract or parcel of land lying and being in Land Lots 190 and 191 of the 7<sup>th</sup> District, City of McDonough, Henry, County, Georgia, containing 12.47 acres and being more particularly described as follows:

BEGINNING at a point where the southeast right-of-way of Avalon Court (60' R/W), intersects the northeast right-of-way of Avalon Boulevard (R/W varies), thence proceed northeasterly along the southeast right-of-way of Avalon Court North 43 degrees 28 minutes 31 seconds East, a distance of 248.37 feet to a point; thence along the arc of a curve to the right an arc distance of 36.66 feet (said arc having a radius of 40.00 feet and being subtended by a chord bearing North 69 degrees 43 minutes 39 seconds East with a chord distance of 35.39 feet) to a point; thence continuing along the arc of a curve to the left, an arc distance of 116.63 feet (said arc having a radius of 75.00 feet and being subtended by a chord bearing North 51 degrees 25 minutes 50 seconds East, with a chord distance of 105.23 feet) to a point; thence leaving the right-of-way of Avalon Court, proceed southeasterly along the arc of a curve to the left, an arc distance of 37.19 feet (said



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arc having a radius of 40.00 feet and being subtended by a chord bearing South 19 degrees 45 minutes 24 seconds East with a chord distance of 35.87 feet) to a point; thence proceed South 46 degrees 23 minutes 41 seconds East, a distance of 115.20 feet to a point; thence proceed North 43 degrees 28 minutes 31 seconds East, a distance of 338.65 feet to a point on the southwest right-of-way of Interstate Highway 75; thence continue along said right-of-way South 46 degrees 35 minutes 11 seconds East, a distance of 611.85 feet to a point; thence South 60 degrees 30 minutes 27 seconds East a distance of 103.51 feet to a point; thence South 47 degrees 16 minutes 19 seconds East a distance of 104.23 feet to a point; thence leaving said right-of-way, proceed South 64 degrees 02 minutes 17 seconds West a distance of 787.83 feet to a point on the northeast right-of-way of Avalon Boulevard; thence continue along said right-of-way North 46 degrees 08 minutes 14 seconds West a distance of 672.66 feet to a point; thence proceed along the arc of a curve to the left an arc distance of 44.60 feet (said arc having a radius of 1240.00 feet and being subtended by a chord bearing North 47 degrees 10 minutes 01 seconds West with a chord distance of 44.60 feet) to a point, said point being the POINT OF BEGINNING.

Said tract containing approximately 12.47 acres as per that certain ALTA/ASCM Land Title Survey prepared by Conceptual Design Engineering, Inc. for HWY 81 Ventures, LLC, Georgian Bank and Commonwealth Land Title Insurance Company, dated April 4, 2005, last revised February 22, 2006, certified by George T. Chapman, Registered Land Surveyor (the "Land").

Together with all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation: the buildings and improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery, furnishings and other articles affixed or attached to said buildings and improvements or used or intended to be used with or in connection with the use, operation or enjoyment of the Property (as defined in the Security Deed), including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems (including window units), all built-in appliances, cabinets and lighting fixtures, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements, and substitutions, or proceeds from a permitted sale of, any of the foregoing (all of the foregoing is hereinafter collectively referred to as the "Improvements and Personal Property"); and all minerals, shrubs, trees or other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof, and all leasehold estates, usufructuary interest, and rights of Grantor in the Property and all rights of Grantor as lessor or landlord under any leases or sublease letting or demising all or any portion of the Property or the Improvements and Personal Property, including, without limitation, the interest of Grantor in all rents and security deposits paid or to be paid thereunder; and all right of claim of Grantor with respect to the proceeds of insurance which Grantor now has or may hereafter

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acquire in the Property and Improvements and Personal Property and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereof, of the whole or any part of the Property and the Improvements and Personal Property and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereto, of the whole or any part of the Property and the Improvements and Personal Property; and if this is a construction mortgage all right, title and interest of Grantor in and to all construction materials, equipment, supplies and contracts.

TO HAVE AND TO HOLD the Premises unto Purchaser, its successors and assigns, in fee simple. It is the purpose and intent of this instrument to convey all of the right, title, equity, and interest of Grantor, its legal representatives, heirs and assigns and all persons whosoever claiming under them, in and to the Premises.

This Deed is made subject to all unpaid city, county, and state ad valorem property taxes and assessments relating to the Premises and all restrictions, easements and other matters of record, if any, affecting the Premises prior to the Security Deed and to which the Security Deed is subject.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Holder, as attorney-in-fact for Grantor, has hereunto executed this Deed and affixed its seal and delivered this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

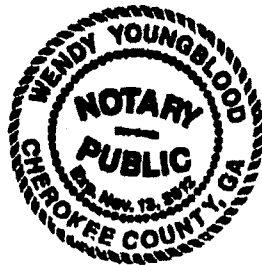
[Signature]

Witness

[Signature]  
Notary Public

My Commission Expires: 11/13/12

[NOTARIAL SEAL OR STAMP]



HWY 81 VENTURE, LLC

By: **FIRST CITIZENS BANK AND TRUST COMPANY, INC.,**  
as assignee of the Federal Deposit Insurance Corporation, as Receiver for Georgian Bank, as attorney-in-fact for  
**HWY 81 VENTURE, LLC**

By: [Signature]  
Name: Don W. Hefegraft  
Title: S.R. V.P.

[BANK SEAL]



# **EXHIBIT 2**

0004  
011637 0179

DOCH 002798  
FILED IN OFFICE  
02/08/2010 10:27 AM  
BK:11637 PG:179-183  
BARBARA A. HARRISON  
CLERK OF SUPERIOR COURT  
HENRY COUNTY

*Barbara A. Harrison*

REAL ESTATE TRANSFER TAX  
PAID: \$0.00

*Em 2*  
✓ **After Recording Return to:**  
Robert W. Reardon, Esq.  
Morris, Manning & Martin, L.L.P.  
1600 Atlanta Financial Center  
3343 Peachtree Road, N.E.  
Atlanta, Georgia 30326

STATE OF GEORGIA )

COUNTY OF HENRY )

PT-61 075-2010 - 001147

**DEED UNDER POWER OF SALE**

This instrument made and executed as of the 2nd day of February, 2010.

**WITNESSETH:**

THAT WHEREAS, on the 2nd day of February, 2010, during the legal hours of sale, First Citizens Bank and Trust Company, Inc. ("Holder"), as assignee of the Federal Deposit Insurance Corporation ("FDIC") as Receiver for Georgian Bank ("Lender"), as attorney-in-fact for South Point Exchange LLC f/k/a Hwy 20 Venture, LLC (the "Grantor"), did expose for sale at public outcry, to the highest bidder for cash, before the courthouse door in Henry County, Georgia, the Premises (hereinafter defined) at which sale First Citizens Bank and Trust Company, Inc. ("Purchaser") was the highest and best bidder at and for FOUR MILLION FIVE HUNDRED AND NO/100 DOLLARS (\$4,500,000.00) (the "Purchase Price"), and the Premises were then and there knocked off to Purchaser. The sale was made under and by virtue of the power and authority granted to Lender in that certain Deed to Secure Debt, Assignment of Rents and Security Agreement from Grantor to and in favor of Lender dated February 28, 2006, filed for record March 7, 2006, and recorded in Deed Book 8992, Pages 190-205, Henry County, Georgia records, as modified by that certain Modification to Deed to Secure Debt, Assignment of Rents and Security Agreement; Modification to Assignment of Rents and Leases and UCC by and between Grantor and Lender dated October 6, 2006, filed for record December 12, 2006, and recorded in Deed Book 9821, Pages 34-37, aforesaid records (the "First Modification"), as further modified by that certain Third Modification to Deed to Secure Debt, Assignment of Rents and Security Agreement; Modification to Assignment of Rents and Leases and UCC by and between Grantor and Lender dated March 30, 2007, filed for record June 6, 2007, and recorded in

BOOK  
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Deed Book 10245, Pages 91-94, aforesaid records (the "Second Modification"), as assigned to Holder by that certain Assignment (the "Assignment") by and between FDIC and Holder filed in aforesaid records (as modified and assigned the "Security Deed"). The sale was made after advertising the time, place and terms thereof in the Henry Herald, having general circulation in Henry County, Georgia and being the publication in which Sheriff's advertisements for the county are published, once a week for four (4) weeks prior to the sale. The advertisement complied in all respects with the requirements of the power of sale contained in the Security Deed. Notice to Grantor, in compliance with O.C.G.A. Section 44-14-162.2, was not required. The sale was made for the purpose of paying the indebtedness due to Holder, secured by the Security Deed, and the expenses of the sale, all of which was mature and payable because of default of Grantor in the payment of i) that certain renewal Promissory Note from Grantor to and in favor of Lender dated March 1, 2008 in the original principal sum of SEVEN MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$7,200,000.00), as modified by the First Modification, as further modified by the Second Modification, and, as assigned to Holder by the Assignment; and, ii) that certain renewal Promissory Note from Hwy 81 Venture, LLC ("Hwy 81") to and in favor of Lender dated March 1, 2008 in the original principal sum of TWO MILLION FIVE HUNDRED TWELVE THOUSAND AND 00/100 DOLLARS (\$2,512,000.00), as modified by that certain Modification to Deed to Secure Debt, Assignment of Rents and Security Agreement; Modification to Assignment of Rents and Leases and UCC by and between Hwy 81 and Lender, dated October 10, 2006, filed for record December 12, 2006, and recorded in Deed Book 9821, Pages 30-33, aforesaid records, as further modified by that certain Second Modification to Deed to Secure Debt, Assignment of Rents and Security Agreement; Modification to Assignment of Rents and Leases and UCC by and between Hwy 81 and Lender dated March 30, 2007, filed for record June 6, 2007, and recorded in Deed Book 10245, Pages 86-90, aforesaid records, as assigned to Holder by the Assignment (as modified and assigned, the "Notes"), secured by the Security Deed.

NOW, THEREFORE, Holder, acting under and by virtue of the power of sale contained in the Security Deed and in consideration of the Purchase Price paid for the Premises by virtue of the public sale aforesaid, and in consideration of the facts hereinbefore recited, has bargained, sold and conveyed and does hereby bargain, sell and convey unto Purchaser, having an address of 3300 Cumberland Boulevard, Suite 400, Atlanta, Georgia 30339, its successors and assigns the following described land, improvements, fixtures and appurtenances, to wit (collectively, the "Premises"):

**TRACT ONE:**

All that tract or parcel of land lying and being in Land Lot 191 of the 7<sup>th</sup> District, City of McDonough, Henry County, Georgia, containing 9.78 acres and being more particularly described as follows:

To find the true Point of Beginning, commence at a point where the southeast right-of-way of Georgia Highway 20 (R/W varies) intersects the southwest right-of-way of Avalon Boulevard (R/W varies), formerly Richfield Parkway, thence

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proceed southwesterly along the southeast right-of-way of Georgia Highway 20, a distance of 1,125.43 feet to an iron pin set, the Point of Beginning.

From the Point of Beginning and leaving said right-of-way, proceed S43°57'10"E, a distance of 785.09 feet to a 1/2" rebar found; thence proceed S10°17'40", a distance of 199.13 feet to a 3/8" rebar found; thence proceed N87°42'04"W, a distance of 118.09' to a 1" open top pipe found; thence proceed N87°55'00"W, a distance of 736.15 feet to an iron pin set; thence proceed N00°41'52"E, a distance of 232.93 feet to a point; thence proceed along the arc of a curve to the left, an arc distance of 210.58 feet (said arc having a radius of 448.49 feet and being subtended by a chord bearing N11°26'02"W with a chord distance of 208.65 feet) to an iron pin set on the southeast right-of-way of Georgia Highway 20 (variable r/w); thence proceed northeasterly along said right-of-way, N46°50'49", a distance of 427.38 feet to an iron pin set, and the Point of Beginning.

#### TRACT TWO:

All that tract or parcel of land lying and being in Land Lot 191 of the 7<sup>th</sup> District, Henry County, Georgia, containing 4.01 acres and being more particularly described as follows:

To find the true Point of Beginning, commence at a point where the southeast right-of-way of Georgia Highway 20 (R/W varies) intersects the southwest right-of-way of Georgia Highway 20 (R/W varies), formerly Richfield Parkway; thence proceed southwesterly along the southeast right-of-way of Georgia Highway 20, a distance of 1,125.43 feet to an iron pin set; thence leaving said right-of-way, proceed S43°57'10"E, a distance of 466.56 feet to an iron pin set, the Point of Beginning.

From the Point of Beginning, proceed S88°08'10"E, a distance of 595.90 feet to an iron pin set; thence S01°49' 32"W, a distance of 418.83 feet to an iron pin set; thence proceed N87°45'18"W, a distance of 325.82 feet to a 3/8" rebar found; thence proceed N10°17'40"W, a distance of 199.13 feet to a 1/2" rebar found; thence proceed N43°57'10"W, a distance of 318.53 feet to an iron pin set, and the Point of Beginning.

Both tracts together containing approximately 13.79 acres as per that certain ALTA/ASCM Land Title Survey, prepared by Conceptual Design Engineering, Inc. for South Point Exchange, LLC, Georgian Bank and Commonwealth Land Title Insurance Company dated April 4, 2005, last revised February 22, 2006, certified by George T. Chapman, Registered Land Surveyor (the "Land").

Together with all and singular, the improvements, fixtures, easements, hereditaments, rights, members and appurtenances thereunto belonging or in anywise appertaining, including, without limitation: the buildings and



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improvements now or hereafter erected thereon, and the fixtures, attachments, appliances, equipment, machinery, furnishings and other articles affixed or attached to said buildings and improvements or used or intended to be used with or in connection with the use, operation or enjoyment of the Property (as defined in the Security Deed), including, without limitation, all building materials, electrical, plumbing, heating and air conditioning systems (including window units), all built-in appliances, cabinets and lighting fixtures, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements, and substitutions, or proceeds from a permitted sale of, any of the foregoing (all of the foregoing is hereinafter collectively referred to as the "Improvements and Personal Property"); and all minerals, shrubs, trees or other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof, and all leasehold estates, usufructuary interest, and rights of Grantor in the Property and all rights of Grantor as lessor or landlord under any leases or sublease letting or demising all or any portion of the Property or the Improvements and Personal Property, including, without limitation, the interest of Grantor in all rents and security deposits paid or to be paid thereunder; and all right of claim of Grantor with respect to the proceeds of insurance which Grantor now has or may hereafter acquire in the Property and Improvements and Personal Property and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereof, of the whole or any part of the Property and the Improvements and Personal Property and any and all awards made for the taking by eminent domain, by any proceeding or purchase in lieu thereto, of the whole or any part of the Property and the Improvements and Personal Property; and if this is a construction mortgage all right, title and interest of Grantor in and to all construction materials, equipment, supplies and contracts.

TO HAVE AND TO HOLD the Premises unto Purchaser, its successors and assigns, in fee simple. It is the purpose and intent of this instrument to convey all of the right, title, equity, and interest of Grantor, its legal representatives, heirs and assigns and all persons whosoever claiming under them, in and to the Premises.

This Deed is made subject to all unpaid city, county, and state ad valorem property taxes and assessments relating to the Premises and all restrictions, easements and other matters of record, if any, affecting the Premises prior to the Security Deed and to which the Security Deed is subject.

[SIGNATURES ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, the Holder, as attorney-in-fact for Grantor, has hereunto executed this Deed and affixed its seal and delivered this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

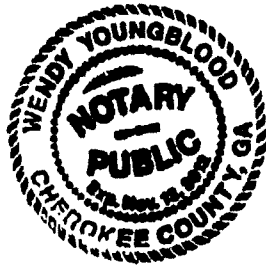
[Signature]

Witness

[Signature]  
Notary Public

My Commission Expires: 11/13/12

[NOTARIAL SEAL OR STAMP]



**SOUTH POINT EXCHANGE LLC**  
fka Hwy 20 Venture, LLC

By: **FIRST CITIZENS BANK AND TRUST COMPANY, INC.,**  
as assignee of the Federal Deposit Insurance Corporation, as Receiver for Georgian Bank, as attorney-in-fact for  
**SOUTH POINT EXCHANGE LLC**

By: [Signature]  
Name: Don M. Updegraff  
Title: S.P. V.P.

[BANK SEAL]



# **EXHIBIT 3**

First Citizens Bank  
3300 Cumberland Boulevard, SE  
Atlanta, GA 30339  
(678) 589-9000

## Account Snapshot

12/28/2010  
ST053000

Branch: 3 - Cumberland Banking O  
Phone: (678) 589-9000  
Fax: (770) 850-7812

Date: 12/28/2010  
Period: 04/28/2006 to 02/08/2010  
1383 (Days)

Personal Banker: Don Updegraff

Hwy 81 Venture LLC  
3200 Cobb Galleria Parkway  
Ste 150  
Atlanta, GA 30339

ACCOUNT #: CL - 4000658600	Acq & Dev Commercial 12.47 Ac Highway 81
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
4/28/2006	4/28/2006		Draw add'l 1/2 appraisal fee Principal:	\$2,550.00	\$2,018,988.22
			Total:	\$2,550.00	
5/1/2006	5/1/2006		Principal Disbursement (Draws) Principal:	\$13,492.42	\$2,032,480.64
			Total:	\$13,492.42	
5/1/2006	5/1/2006		Payment - Collect as Billed Interest:	\$13,492.42	\$2,032,480.64
			Total:	\$13,492.42	
5/10/2006	5/11/2006		Rate Change to 8.250		\$2,032,480.64
			Total:	\$0.00	
5/11/2006	5/11/2006		Interest Debit (Misc)		\$2,032,480.64
			Total:	\$14.11	
6/1/2006	6/1/2006		Principal Disbursement (Draws) Principal:	\$14,313.75	\$2,046,794.39
			Total:	\$14,313.75	
6/1/2006	6/1/2006		Payment - Collect as Billed Interest:	\$14,313.75	\$2,046,794.39
			Total:	\$14,313.75	
6/16/2006	6/16/2006		Wire fee Principal:	\$20.00	\$2,046,814.39
			Total:	\$20.00	
6/16/2006	6/16/2006		BAC - Schulten Ward & Turner Escrow Principal:	\$328,131.81	\$2,374,946.20
			Total:	\$328,131.81	
6/23/2006	6/23/2006		Draw #1 transfer to 25783 Principal:	\$2,797.60	\$2,377,743.80
			Total:	\$2,797.60	
6/29/2006	6/30/2006		Rate Change to 8.500		\$2,377,743.80
			Total:	\$0.00	
6/30/2006	6/30/2006		Interest Debit (Misc)		\$2,377,743.80
			Total:	\$16.51	
7/3/2006	7/3/2006		Principal Disbursement (Draws) Principal:	\$15,199.73	\$2,392,943.53
			Total:	\$15,199.73	

ACCOUNT #: CL - 4000658600	Acq & Dev Commercial 12.47 Ac Highway 81
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
7/3/2006	7/3/2006		Payment - Collect as Billed Interest:	\$15,199.73	\$2,392,943.53
			Total:	\$15,199.73	
8/11/2006	8/11/2006		Late Charge Assessment		\$2,392,943.53
			Total:	\$500.00	
8/31/2006	8/31/2006		Draw for Aug Int. Pmt Principal:	\$7,056.47	\$2,400,000.00
			Total:	\$7,056.47	
8/31/2006	8/31/2006		Aug Int. Pmt Interest:	\$7,056.47	\$2,400,000.00
			Total:	\$7,056.47	
8/31/2006	8/31/2006		Late Charge Payment Late Fee:	\$500.00	\$2,400,000.00
			Total:	\$500.00	
8/31/2006	8/31/2006		Aug Int. Payment Interest:	\$10,489.53	\$2,400,000.00
			Total:	\$10,489.53	
9/15/2006	9/15/2006		Sept. Int. Pmt Interest:	\$17,515.01	\$2,400,000.00
			Total:	\$17,515.01	
10/12/2006	10/12/2006		Contract Amount Increase		\$2,400,000.00
			Total:	\$112,000.00	
10/12/2006	10/12/2006		Repayment of Int for Hwy 81 Principal:	\$28,504.54	\$2,428,504.54
			Total:	\$28,504.54	
10/12/2006	10/12/2006		Oct Int. Pmt Principal:	\$17,001.66	\$2,445,506.20
			Total:	\$17,001.66	
10/12/2006	10/12/2006		Oct Int. Pmt Interest:	\$17,001.66	\$2,445,506.20
			Total:	\$17,001.66	
11/3/2006	11/3/2006		Nov Int. Pmt Principal:	\$17,781.56	\$2,463,287.76
			Total:	\$17,781.56	
11/3/2006	11/3/2006		Nov Int. Pmt Interest:	\$17,781.56	\$2,463,287.76
			Total:	\$17,781.56	
11/3/2006	11/3/2006		Draw Principal:	\$29,651.23	\$2,492,938.99
			Total:	\$29,651.23	
11/14/2006	11/14/2006		Gandy & Rice Closing Cost Principal:	\$773.00	\$2,493,711.99
			Total:	\$773.00	
12/11/2006	12/12/2006		*** Reversal: Accrual Decrease		\$2,493,711.99
			Total:	\$4.28	
12/11/2006	12/12/2006		Loan Advance Principal:	\$18,139.02	\$2,511,851.01
			Total:	\$18,139.02	
12/11/2006	12/12/2006		*** Backdate: Accrual Increase		\$2,511,851.01
			Total:	\$4.28	
12/11/2006	12/12/2006		Payment - Auto Split Interest:	\$18,139.02	\$2,511,851.01
			Total:	\$18,139.02	
1/10/2007	1/10/2007		Draw form 4000658500 Interest:	\$17,842.51	\$2,511,851.01

ACCOUNT #: CL - 4000658600	Acq & Dev Commercial 12.47 Ac Highway 81
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$17,842.51	
2/1/2007	2/1/2007		Feb Int		\$2,512,000.00
			Principal:	\$148.99	
			Total:	\$148.99	
2/1/2007	2/1/2007		Payment - Auto Split		\$2,512,000.00
			Interest:	\$148.99	
			Total:	\$148.99	
2/1/2007	2/1/2007		Feb Int from Southpoint Exchange		\$2,512,000.00
			Interest:	\$18,236.37	
			Total:	\$18,236.37	
3/1/2007	3/1/2007		From 4000658500		\$2,512,000.00
			Interest:	\$16,607.11	
			Total:	\$16,607.11	
3/1/2007	3/30/2007		Loan Renewal		\$2,512,000.00
			Total:	\$0.00	
3/30/2007	3/30/2007		Renewal 1 year		\$2,512,000.00
			Total:	\$1,000.00	
3/30/2007	3/30/2007		Payment - Auto Split		\$2,512,000.00
			Loan Fee:	\$1,000.00	
			Total:	\$1,000.00	
4/2/2007	4/2/2007		From Southpoint		\$2,512,000.00
			Interest:	\$18,386.45	
			Total:	\$18,386.45	
5/1/2007	5/1/2007		Payment - Auto Split		\$2,512,000.00
			Interest:	\$17,793.33	
			Total:	\$17,793.33	
6/1/2007	6/1/2007		From South Point		\$2,512,000.00
			Interest:	\$18,386.44	
			Total:	\$18,386.44	
7/2/2007	7/2/2007		From Southpoint		\$2,512,000.00
			Interest:	\$17,793.33	
			Total:	\$17,793.33	
8/1/2007	8/1/2007		Payment - Auto Split		\$2,512,000.00
			Interest:	\$18,386.45	
			Total:	\$18,386.45	
9/4/2007	9/4/2007		Payment - Auto Split		\$2,512,000.00
			Interest:	\$18,386.44	
			Total:	\$18,386.44	
9/20/2007	9/20/2007		Rate Change: 8.500 % To 8.000 %		\$2,512,000.00
			Total:	\$0.00	
10/1/2007	10/1/2007		Payment - Auto Split		\$2,512,000.00
			Interest:	\$17,793.34	
			Total:	\$17,793.34	
11/1/2007	11/1/2007		from Southpoint		\$2,512,000.00
			Interest:	\$16,921.11	
			Total:	\$16,921.11	
11/1/2007	11/1/2007		Rate Change: 8.000 % To 7.750 %		\$2,512,000.00
			Total:	\$0.00	
12/3/2007	12/3/2007		Payment - Auto Split		\$2,512,000.00
			Interest:	\$16,223.33	
			Total:	\$16,223.33	
12/12/2007	12/12/2007		Rate Change: 7.750 % To 7.500 %		\$2,512,000.00
			Total:	\$0.00	
1/8/2008	1/8/2008		Payment - Auto Split		\$2,512,000.00

ACCOUNT #: CL - 4000658600	Acq & Dev Commercial 12.47 Ac Highway 81
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Interest:	\$16,415.22	
			Total:	\$16,415.22	
1/23/2008	1/23/2008		Rate Change: 7.500 % To 6.750 %		\$2,512,000.00
			Total:	\$0.00	
1/31/2008	1/31/2008		Rate Change: 6.750 % To 6.250 %		\$2,512,000.00
			Total:	\$0.00	
2/1/2008	2/1/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$16,223.34	
			Total:	\$16,223.34	
3/1/2008	3/6/2008		Interest Payment		\$2,512,000.00
			Interest:	\$12,141.33	
			Total:	\$12,141.33	
3/1/2008	3/6/2008		Loan Renewal		\$2,512,000.00
			Total:	\$0.00	
3/6/2008	3/6/2008		Renewal Fee		\$2,512,000.00
			Total:	\$1,000.00	
3/6/2008	3/6/2008		Loan Fee Payment		\$2,512,000.00
			Loan Fee:	\$1,000.00	
			Total:	\$1,000.00	
3/19/2008	3/19/2008		Rate Change: 6.250 % To 5.500 %		\$2,512,000.00
			Total:	\$0.00	
4/1/2008	4/1/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$12,839.11	
			Total:	\$12,839.11	
5/1/2008	5/1/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$11,513.33	
			Total:	\$11,513.33	
5/1/2008	5/1/2008		Rate Change: 5.500 % To 5.250 %		\$2,512,000.00
			Total:	\$0.00	
6/2/2008	6/2/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$11,356.34	
			Total:	\$11,356.34	
7/3/2008	7/3/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$10,990.00	
			Total:	\$10,990.00	
8/1/2008	8/1/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$11,356.33	
			Total:	\$11,356.33	
9/3/2008	9/3/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$11,356.33	
			Total:	\$11,356.33	
10/1/2008	10/1/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$10,990.00	
			Total:	\$10,990.00	
10/9/2008	10/9/2008		Rate Change: 5.250 % To 4.750 %		\$2,512,000.00
			Total:	\$0.00	
10/31/2008	10/31/2008		Rate Change: 4.750 % To 4.250 %		\$2,512,000.00
			Total:	\$0.00	
11/3/2008	11/4/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$10,553.89	
			Total:	\$10,553.89	
12/1/2008	12/1/2008		Payment - Auto Split		\$2,512,000.00
			Interest:	\$8,861.78	

ACCOUNT #: CL - 4000658600	Acq & Dev Commercial 12.47 Ac Highway 81
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$8,861.78	
12/17/2008	12/17/2008		Rate Change: 4.250 % To 3.500 %		\$2,512,000.00
			Total:	\$0.00	
1/2/2009	1/2/2009		Payment - Auto Split Interest:	\$8,408.22	\$2,512,000.00
			Total:	\$8,408.22	
2/2/2009	2/2/2009	f	Interest:	\$7,570.89	\$2,512,000.00
			Total:	\$7,570.89	
3/1/2009	3/25/2009		Interest Payment Interest:	\$6,838.22	\$2,512,000.00
			Total:	\$6,838.22	
3/1/2009	3/25/2009		Loan Renewal		\$2,512,000.00
			Total:	\$0.00	
3/11/2009	3/25/2009		*Late Fee		\$2,512,000.00
			Total:	\$1,500.00	
3/25/2009	3/25/2009		Modification fee		\$2,512,000.00
			Total:	\$2,500.00	
3/25/2009	3/25/2009		Loan Fee Payment Loan Fee:	\$2,500.00	\$2,512,000.00
			Total:	\$2,500.00	
4/11/2009	4/11/2009		*Late Fee		\$2,512,000.00
			Total:	\$378.55	
5/11/2009	5/11/2009		*Late Fee		\$2,512,000.00
			Total:	\$366.33	
6/11/2009	6/11/2009		*Late Fee - N/C: Max Charge Exceeded		\$2,512,000.00
			Total:	\$1,500.00	
7/11/2009	7/11/2009		*Late Fee		\$2,512,000.00
			Total:	\$366.33	
7/17/2009	7/17/2009		Active to NonAccrual Status Change		\$2,512,000.00
			Total:	\$33,702.67	
2/8/2010	2/8/2010		Remove From NonAccrual		\$2,512,000.00
			Total:	\$84,012.44	
2/8/2010	2/8/2010		Accrued Interest Decrease		\$2,512,000.00
			Total:	\$84,012.45	
2/8/2010	2/8/2010		Waived Late Charges Late Fee:	\$4,111.21	\$2,512,000.00
			Total:	\$4,111.21	
2/8/2010	2/8/2010		Moved to ORE Principal:	\$2,512,000.00	\$2,512,000.00
			Total:	\$2,512,000.00	
2/8/2010	2/8/2010		*** Principal Payment at Payoff Principal:	\$2,512,000.00	\$0.00
			Total:	\$2,512,000.00	

# **EXHIBIT 4**



First Citizens Bank  
3300 Cumberland Boulevard, SE  
Atlanta, GA 30339  
(678) 589-9000

## Account Snapshot

12/28/2010  
ST053000

Branch: 3 - Cumberland Banking O  
Phone: (678) 589-9000  
Fax: (770) 850-7812

Date: 12/28/2010  
Period: 03/06/2008 to 02/08/2010  
705 (Days)

Personal Banker: Don Updegraff

South Point Exchange LLC  
3200 Cobb Galleria Parkway  
Suite 150  
Atlanta, GA 30339

ACCOUNT #: CL - 4000658500	Acq & Dev Commercial 13+ Ac Highway 20
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
3/6/2008	3/6/2008		Loan Fee Payment		\$6,078,219.90
			Loan Fee:	\$1,000.00	
			Total:	\$1,000.00	
3/6/2008	3/6/2008		Hwy 81 Interest		\$6,090,361.23
			Principal:	\$12,141.33	
			Total:	\$12,141.33	
3/6/2008	3/6/2008		Hwy 81 Renewal fee		\$6,091,361.23
			Principal:	\$1,000.00	
			Total:	\$1,000.00	
3/6/2008	3/6/2008		South Point Exchange Int		\$6,120,745.20
			Principal:	\$29,383.97	
			Total:	\$29,383.97	
3/6/2008	3/6/2008		Renewal Fee South Point		\$6,121,745.20
			Principal:	\$1,000.00	
			Total:	\$1,000.00	
3/6/2008	3/6/2008		Loan Advance		\$6,122,745.20
			Principal:	\$1,000.00	
			Total:	\$1,000.00	
3/19/2008	3/19/2008		Rate Change: 6.250 % To 5.500 %		\$6,122,745.20
			Total:	\$0.00	
3/28/2008	3/28/2008		Loan Advance		\$6,125,245.20
			Principal:	\$2,500.00	
			Total:	\$2,500.00	
4/1/2008	4/1/2008		Loan Advance		\$6,156,500.58
			Principal:	\$31,255.38	
			Total:	\$31,255.38	
4/1/2008	4/1/2008		Payment - Auto Split		\$6,156,500.58
			Interest:	\$31,255.38	
			Total:	\$31,255.38	
4/1/2008	4/1/2008		Int Hwy 81		\$6,169,339.69
			Principal:	\$12,839.11	
			Total:	\$12,839.11	
4/18/2008	4/18/2008		Loan Advance		\$6,171,839.69
			Principal:	\$2,500.00	
			Total:	\$2,500.00	
5/1/2008	5/1/2008		Hwy 81 Interest		\$6,183,353.02

ACCOUNT #: CL - 4000658500	Acq & Dev Commercial 13+ Ac Highway 20
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Principal:	\$11,513.33	
			Total:	\$11,513.33	
5/1/2008	5/1/2008		Loan Advance		\$6,211,635.65
			Principal:	\$28,282.63	
			Total:	\$28,282.63	
5/1/2008	5/1/2008		Payment - Auto Split		\$6,211,635.65
			Interest:	\$28,282.63	
			Total:	\$28,282.63	
5/1/2008	5/1/2008		Rate Change: 5.500 % To 5.250 %		\$6,211,635.65
			Total:	\$0.00	
6/2/2008	6/2/2008		Hwy 81 Interest		\$6,222,991.99
			Principal:	\$11,356.34	
			Total:	\$11,356.34	
6/2/2008	6/2/2008		Loan Advance		\$6,251,073.76
			Principal:	\$28,081.77	
			Total:	\$28,081.77	
6/2/2008	6/2/2008		Payment - Auto Split		\$6,251,073.76
			Interest:	\$28,081.77	
			Total:	\$28,081.77	
6/11/2008	6/11/2008		Loan Advance		\$6,252,573.76
			Principal:	\$1,500.00	
			Total:	\$1,500.00	
6/11/2008	6/11/2008		Loan Advance		\$6,255,573.76
			Principal:	\$3,000.00	
			Total:	\$3,000.00	
6/13/2008	6/13/2008		Loan Advance		\$6,285,773.76
			Principal:	\$30,200.00	
			Total:	\$30,200.00	
6/13/2008	6/13/2008		Croft Invoice		\$6,290,773.76
			Principal:	\$5,000.00	
			Total:	\$5,000.00	
7/3/2008	7/3/2008		Payment - Auto Split		\$6,290,773.76
			Interest:	\$27,448.22	
			Total:	\$27,448.22	
7/3/2008	7/3/2008		Loan Advance		\$6,318,221.98
			Principal:	\$27,448.22	
			Total:	\$27,448.22	
7/3/2008	7/3/2008		Int Hwy 81		\$6,329,211.98
			Principal:	\$10,990.00	
			Total:	\$10,990.00	
7/11/2008	7/11/2008		Loan Advance		\$6,372,801.98
			Principal:	\$43,590.00	
			Total:	\$43,590.00	
7/18/2008	7/18/2008		Loan Advance		\$6,376,542.14
			Principal:	\$3,740.16	
			Total:	\$3,740.16	
8/1/2008	8/1/2008		Loan Advance		\$6,402,842.14
			Principal:	\$26,300.00	
			Total:	\$26,300.00	
8/1/2008	8/1/2008		Payment - Auto Split		\$6,402,842.14
			Interest:	\$28,743.23	
			Total:	\$28,743.23	
8/1/2008	8/1/2008		Loan Advance		\$6,431,585.37
			Principal:	\$28,743.23	
			Total:	\$28,743.23	

ACCOUNT #: CL - 4000658500	Acq & Dev Commercial 13+ Ac Highway 20
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
8/1/2008	8/1/2008		Hwy 81 Int		\$6,442,941.70
			Principal:	\$11,356.33	
			Total:	\$11,356.33	
8/15/2008	8/15/2008		Loan Advance		\$6,480,041.70
			Principal:	\$37,100.00	
			Total:	\$37,100.00	
8/21/2008	8/21/2008		Loan Advance		\$6,513,166.70
			Principal:	\$33,125.00	
			Total:	\$33,125.00	
8/29/2008	8/29/2008		Loan Advance		\$6,514,956.70
			Principal:	\$1,790.00	
			Total:	\$1,790.00	
9/3/2008	9/3/2008		Loan Advance		\$6,544,176.15
			Principal:	\$29,219.45	
			Total:	\$29,219.45	
9/3/2008	9/3/2008		Payment - Auto Split Interest:	\$29,219.45	\$6,544,176.15
			Total:	\$29,219.45	
9/3/2008	9/3/2008		Hwy 81 Int		\$6,555,532.48
			Principal:	\$11,356.33	
			Total:	\$11,356.33	
9/5/2008	9/5/2008		Loan Advance		\$6,563,477.48
			Principal:	\$7,945.00	
			Total:	\$7,945.00	
9/15/2008	9/15/2008		Loan Advance		\$6,563,627.48
			Principal:	\$150.00	
			Total:	\$150.00	
9/18/2008	9/18/2008		Loan Advance		\$6,572,467.48
			Principal:	\$8,840.00	
			Total:	\$8,840.00	
9/26/2008	9/26/2008		Loan Advance		\$6,580,323.68
			Principal:	\$7,856.20	
			Total:	\$7,856.20	
10/1/2008	10/1/2008		Hwy 81 Int		\$6,591,313.68
			Principal:	\$10,990.00	
			Total:	\$10,990.00	
10/1/2008	10/1/2008		Loan Advance		\$6,620,083.45
			Principal:	\$28,769.77	
			Total:	\$28,769.77	
10/1/2008	10/1/2008		Payment - Auto Split Interest:	\$28,769.77	\$6,620,083.45
			Total:	\$28,769.77	
10/3/2008	10/3/2008		Loan Advance		\$6,678,458.99
			Principal:	\$58,375.54	
			Total:	\$58,375.54	
10/9/2008	10/9/2008		Rate Change: 5.250 % To 4.750 %		\$6,678,458.99
			Total:	\$0.00	
10/10/2008	10/10/2008		Loan Advance		\$6,702,244.56
			Principal:	\$23,785.57	
			Total:	\$23,785.57	
10/16/2008	10/16/2008		Loan Advance		\$6,726,704.56
			Principal:	\$24,460.00	
			Total:	\$24,460.00	
10/22/2008	10/22/2008		Loan Advance		\$6,730,454.56
			Principal:	\$3,750.00	

ACCOUNT #: CL - 4000658500	Acq & Dev Commercial 13+ Ac Highway 20
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$3,750.00	
10/22/2008	10/22/2008		Loan Advance		\$6,730,634.56
			Principal:	\$180.00	
			Total:	\$180.00	
10/23/2008	10/23/2008		Loan Advance		\$6,730,784.56
			Principal:	\$150.00	
			Total:	\$150.00	
10/31/2008	10/31/2008		Rate Change: 4.750 % To 4.250 %		\$6,730,784.56
			Total:	\$0.00	
11/3/2008	11/3/2008		Loan Advance		\$6,736,252.56
			Principal:	\$5,468.00	
			Total:	\$5,468.00	
11/3/2008	11/3/2008		Hwy 81 interest		\$6,746,806.45
			Principal:	\$10,553.89	
			Total:	\$10,553.89	
11/3/2008	11/3/2008		Loan Advance		\$6,774,975.44
			Principal:	\$28,168.99	
			Total:	\$28,168.99	
11/3/2008	11/3/2008		Payment - Auto Split		\$6,774,974.64
			Principal:	\$0.80	
			Interest:	\$28,168.19	
			Total:	\$28,168.99	
11/10/2008	11/10/2008		Loan Advance		\$6,854,377.69
			Principal:	\$79,403.05	
			Total:	\$79,403.05	
11/14/2008	11/14/2008		Loan Advance		\$6,860,252.69
			Principal:	\$5,875.00	
			Total:	\$5,875.00	
11/21/2008	11/21/2008		Loan Advance		\$6,863,187.67
			Principal:	\$2,934.98	
			Total:	\$2,934.98	
11/26/2008	11/26/2008		Loan Advance		\$6,866,068.49
			Principal:	\$2,880.82	
			Total:	\$2,880.82	
12/1/2008	12/1/2008		Loan Advance		\$6,890,173.28
			Principal:	\$24,104.79	
			Total:	\$24,104.79	
12/1/2008	12/1/2008		Payment - Auto Split		\$6,890,173.28
			Interest:	\$24,104.79	
			Total:	\$24,104.79	
12/1/2008	12/1/2008		Hwy 81 Int		\$6,899,035.06
			Principal:	\$8,861.78	
			Total:	\$8,861.78	
12/5/2008	12/5/2008		Loan Advance		\$6,900,541.24
			Principal:	\$1,506.18	
			Total:	\$1,506.18	
12/12/2008	12/12/2008		Loan Advance		\$6,969,025.86
			Principal:	\$68,484.62	
			Total:	\$68,484.62	
12/17/2008	12/17/2008		Rate Change: 4.250 % To 3.500 %		\$6,969,025.86
			Total:	\$0.00	
12/22/2008	12/22/2008		Loan Advance		\$7,005,015.68
			Principal:	\$35,989.82	
			Total:	\$35,989.82	
1/2/2009	1/2/2009		Hwy 81 Int		\$7,013,423.90
			Principal:	\$8,408.22	

ACCOUNT #: CL - 4000658500

Acq & Dev Commercial  
13+ Ac Highway 20

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$8,408.22	
1/2/2009	1/2/2009		Loan Advance		\$7,036,666.30
			Principal:	\$23,242.40	
			Total:	\$23,242.40	
1/2/2009	1/2/2009		Payment - Auto Split		\$7,036,666.30
			Interest:	\$23,242.40	
			Total:	\$23,242.40	
1/8/2009	1/8/2009		Loan Advance		\$7,074,965.96
			Principal:	\$38,299.66	
			Total:	\$38,299.66	
1/16/2009	1/16/2009		email 1-16-09		\$7,087,845.59
			Principal:	\$12,879.63	
			Total:	\$12,879.63	
1/20/2009	1/20/2009		Loan Advance		\$7,088,468.83
			Principal:	\$623.24	
			Total:	\$623.24	
1/23/2009	1/23/2009		Loan Advance		\$7,092,068.21
			Principal:	\$3,599.38	
			Total:	\$3,599.38	
2/2/2009	2/2/2009		Hwy 81 Int		\$7,099,639.10
			Principal:	\$7,570.89	
			Total:	\$7,570.89	
2/2/2009	2/2/2009		Payment - Auto Split		\$7,099,639.10
			Interest:	\$21,349.04	
			Total:	\$21,349.04	
2/2/2009	2/2/2009		Loan Advance		\$7,120,988.14
			Principal:	\$21,349.04	
			Total:	\$21,349.04	
2/19/2009	2/19/2009		Loan Advance		\$7,122,119.80
			Principal:	\$1,131.66	
			Total:	\$1,131.66	
2/27/2009	2/27/2009		Loan Advance		\$7,165,119.80
			Principal:	\$43,000.00	
			Total:	\$43,000.00	
3/1/2009	3/25/2009		Interest Payment		\$7,165,119.80
			Interest:	\$19,385.08	
			Total:	\$19,385.08	
3/1/2009	3/25/2009		Unadvanced Amount Increase		\$7,165,119.80
			Total:	\$0.80	
3/1/2009	3/25/2009		Loan Renewal		\$7,165,119.80
			Total:	\$34,880.20	
3/11/2009	3/25/2009		*Late Fee		\$7,165,119.80
			Total:	\$1,500.00	
3/25/2009	3/25/2009		Modification Fee		\$7,165,119.80
			Total:	\$2,500.00	
3/25/2009	3/25/2009		Loan Fee Payment		\$7,165,119.80
			Loan Fee:	\$2,500.00	
			Total:	\$2,500.00	
3/25/2009	3/25/2009		Loan Advance		\$7,167,619.80
			Principal:	\$2,500.00	
			Total:	\$2,500.00	
3/25/2009	3/25/2009		Int		\$7,187,004.88
			Principal:	\$19,385.08	
			Total:	\$19,385.08	

ACCOUNT #: CL - 4000658500

Acq & Dev Commercial  
13+ Ac Highway 20

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
3/25/2009	3/25/2009		Hwy 81 Int		\$7,193,843.10
			Principal:	\$6,838.22	
			Total:	\$6,838.22	
3/25/2009	3/25/2009		Hwy 81 renewal fee		\$7,196,343.10
			Principal:	\$2,500.00	
			Total:	\$2,500.00	
4/11/2009	4/11/2009		*Late Fee		\$7,196,343.10
			Total:	\$1,082.08	
5/11/2009	5/11/2009		*Late Fee		\$7,196,343.10
			Total:	\$1,048.71	
6/11/2009	6/11/2009		*Late Fee - N/C: Max Charge Exceeded		\$7,196,343.10
			Total:	\$1,500.00	
7/8/2009	7/8/2009		Active to NonAccrual Status Change		\$7,196,343.10
			Total:	\$90,191.65	
2/8/2010	2/8/2010		Remove From NonAccrual		\$7,196,343.10
			Total:	\$240,615.21	
2/8/2010	2/8/2010		Accrued Interest Decrease		\$7,196,343.10
			Total:	\$240,615.21	
2/8/2010	2/8/2010		Waived late Charges		\$7,196,343.10
			Late Fee:	\$5,130.79	
			Total:	\$5,130.79	
2/8/2010	2/8/2010		Moved to ORE		\$7,196,343.10
			Principal:	\$7,196,343.10	
			Total:	\$7,196,343.10	
2/8/2010	2/8/2010		*** Principal Payment at Payoff		\$0.00
			Principal:	\$7,196,343.10	
			Total:	\$7,196,343.10	

# **EXHIBIT 5**

First Citizens Bank  
3300 Cumberland Boulevard, SE  
Atlanta, GA 30339  
(678) 589-9000

## Account Snapshot

12/28/2010  
STO53000

John A Creasy  
1940 Tristan Dr  
Smyrna, GA 30080

Branch: 3 - Cumberland Banking O  
Phone: (678) 589-9000  
Fax: (770) 850-7812

Date: 12/28/2010  
Period: 03/08/2007 to 09/29/2010  
1302 (Days)

Personal Banker: Don Updegraff

ACCOUNT #: CL - 4000833900

Commercial  
Unsecured

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
3/8/2007	3/8/2007		Payment - Auto Split		\$102,178.57
			Principal:	\$839.77	
			Interest:	\$660.23	
			Total:	\$1,500.00	
4/5/2007	4/5/2007		Payment - Auto Split		\$102,154.08
			Principal:	\$24.49	
			Interest:	\$725.51	
			Total:	\$750.00	
4/20/2007	4/20/2007		Payment - Auto Split		\$99,654.08
			Principal:	\$2,500.00	
			Total:	\$2,500.00	
5/16/2007	5/16/2007		From incoming wire pmt		\$99,594.90
			Principal:	\$59.18	
			Interest:	\$690.82	
			Total:	\$750.00	
6/7/2007	6/14/2007		*** Reversal: Accrual Increase		\$99,594.90
			Total:	\$1.28	
6/19/2007	6/19/2007		Payment - Auto Split		\$99,594.90
			Interest:	\$100.00	
			Total:	\$100.00	
6/19/2007	6/19/2007		Payment - Auto Split		\$99,552.52
			Principal:	\$42.38	
			Interest:	\$607.62	
			Total:	\$650.00	
7/9/2007	7/9/2007		Payment - Auto Split		\$98,237.04
			Principal:	\$1,315.48	
			Interest:	\$684.52	
			Total:	\$2,000.00	
8/8/2007	8/8/2007		Payment - Auto Split		\$98,234.64
			Principal:	\$2.40	
			Interest:	\$697.60	
			Total:	\$700.00	
8/29/2007	8/29/2007		Wire to J Clayton Spears & Co		\$106,723.20
			Principal:	\$8,488.56	
			Total:	\$8,488.56	
8/29/2007	8/29/2007		Wire Fee		\$106,738.20
			Principal:	\$15.00	



ACCOUNT #: CL - 4000833900

Commercial  
Unsecured

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$15.00	
9/10/2007	9/10/2007		Payment - Auto Split		\$106,736.07
			Principal:	\$2.13	
			Interest:	\$697.87	
			Total:	\$700.00	
9/18/2007	9/18/2007		Loan Advance		\$131,736.07
			Principal:	\$25,000.00	
			Total:	\$25,000.00	
9/18/2007	9/18/2007		wire fee		\$131,751.07
			Principal:	\$15.00	
			Total:	\$15.00	
9/20/2007	9/20/2007		Rate Change: 8.250 % To 7.750 %		\$131,751.07
			Total:	\$0.00	
10/9/2007	10/9/2007		Payment - Auto Split		\$130,897.78
			Principal:	\$853.29	
			Interest:	\$846.71	
			Total:	\$1,700.00	
10/10/2007	10/15/2007		Loan Renewal		\$130,897.78
			Total:	\$119,102.22	
10/15/2007	10/15/2007		Renewal Fee		\$130,897.78
			Total:	\$275.00	
10/15/2007	10/15/2007		Renewal Fee		\$130,897.78
			Loan Fee:	\$275.00	
			Total:	\$275.00	
10/18/2007	10/18/2007		Wire to net bank		\$135,897.78
			Principal:	\$5,000.00	
			Total:	\$5,000.00	
10/18/2007	10/18/2007		Wire fee		\$135,912.78
			Principal:	\$15.00	
			Total:	\$15.00	
11/1/2007	11/1/2007		Rate Change: 7.750 % To 7.500 %		\$135,912.78
			Total:	\$0.00	
11/5/2007	11/5/2007		Payment - Auto Split		\$131,810.99
			Principal:	\$4,101.79	
			Interest:	\$898.21	
			Total:	\$5,000.00	
12/10/2007	12/10/2007		Payment - Auto Split		\$130,122.04
			Principal:	\$1,688.95	
			Interest:	\$811.05	
			Total:	\$2,500.00	
12/12/2007	12/12/2007		Rate Change: 7.500 % To 7.250 %		\$130,122.04
			Total:	\$0.00	
12/17/2007	12/17/2007		Wire J Clayton Spears		\$141,122.04
			Principal:	\$11,000.00	
			Total:	\$11,000.00	
12/17/2007	12/17/2007		Loan Advance		\$141,137.04
			Principal:	\$15.00	
			Total:	\$15.00	
1/10/2008	1/10/2008		Payment - Auto Split		\$141,004.45
			Principal:	\$132.59	
			Interest:	\$867.41	
			Total:	\$1,000.00	
1/23/2008	1/23/2008		Rate Change: 7.250 % To 6.500 %		\$141,004.45
			Total:	\$0.00	
1/24/2008	1/24/2008		Loan Advance		\$141,304.45
			Principal:	\$300.00	

ACCOUNT #: CL - 4000833900

Commercial  
Unsecured

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
1/24/2008	1/24/2008		Total: Loan Advance	\$300.00	\$141,319.45
			Principal:	\$15.00	
1/31/2008	1/31/2008		Total: Rate Change: 6.500 % To 6.000 %	\$15.00	\$141,319.45
2/1/2008	2/5/2008		Total: Loan Advance	\$0.00	\$148,819.45
			Principal:	\$7,500.00	
2/1/2008	2/5/2008		Total: *** Backdate: Accrual Increase	\$7,500.00	\$148,819.45
2/1/2008	2/5/2008		Total: wire fee to Suntrust	\$5.00	\$148,834.45
			Principal:	\$15.00	
2/1/2008	2/5/2008		Total: *** Backdate: Accrual Increase	\$15.00	\$148,834.45
2/6/2008	2/6/2008		Total: Payment - Auto Split	\$0.01	\$148,662.84
			Principal:	\$171.61	
			Interest:	\$828.39	
3/3/2008	3/3/2008		Total: Wire	\$1,000.00	\$151,712.84
			Principal:	\$3,050.00	
3/3/2008	3/3/2008		Total: Wire Fee	\$3,050.00	\$151,712.84
3/6/2008	3/6/2008		Total: Payment - Auto Split	\$15.00	\$151,437.91
			Principal:	\$274.93	
			Interest:	\$710.07	
			Loan Fee:	\$15.00	
3/18/2008	3/18/2008		Total: To Suntrust 03182008	\$1,000.00	\$151,437.91
3/18/2008	3/18/2008		Total: Wire to Suntrust	\$15.00	\$189,437.91
			Principal:	\$38,000.00	
3/19/2008	3/19/2008		Total: Rate Change: 6.000 % To 5.250 %	\$38,000.00	\$189,437.91
4/14/2008	4/14/2008		Total: Payment - Auto Split	\$0.00	\$189,097.55
			Principal:	\$340.36	
			Interest:	\$844.64	
			Loan Fee:	\$15.00	
4/17/2008	4/17/2008		Total: wire to Suntrust	\$1,200.00	\$191,897.55
			Principal:	\$2,800.00	
4/17/2008	4/17/2008		Total: Wire Fee	\$2,800.00	\$191,897.55
5/1/2008	5/1/2008		Total: Rate Change: 5.250 % To 5.000 %	\$15.00	\$191,897.55
5/8/2008	5/8/2008		Total: Payment - Auto Split	\$0.00	\$191,749.44
			Principal:	\$148.11	
			Interest:	\$836.89	
			Loan Fee:	\$15.00	
5/15/2008	5/15/2008		Total: Loan Advance	\$1,000.00	\$196,749.44

ACCOUNT #: CL - 4000833900

Commercial  
Unsecured

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Principal:	\$5,000.00	
			Total:	\$5,000.00	
5/15/2008	5/15/2008		Wire to BFA for \$5000.00		\$196,749.44
			Total:	\$20.00	
5/19/2008	5/19/2008		wire to Suntrust		\$200,749.44
			Principal:	\$4,000.00	
			Total:	\$4,000.00	
5/19/2008	5/19/2008		Wire to Suntrust		\$200,749.44
			Total:	\$20.00	
6/11/2008	6/11/2008		Payment - Auto Split		\$200,633.27
			Principal:	\$116.17	
			Interest:	\$843.83	
			Loan Fee:	\$40.00	
			Total:	\$1,000.00	
6/13/2008	6/13/2008		Wire Fee		\$200,633.27
			Total:	\$20.00	
6/13/2008	6/13/2008		Wire to Bfa		\$201,599.87
			Principal:	\$966.60	
			Total:	\$966.60	
7/7/2008	7/7/2008		Payment - Auto Split		\$201,459.49
			Principal:	\$140.38	
			Interest:	\$839.62	
			Loan Fee:	\$20.00	
			Total:	\$1,000.00	
7/17/2008	7/17/2008		Wire to Suntrust		\$207,459.49
			Principal:	\$6,000.00	
			Total:	\$6,000.00	
7/17/2008	7/17/2008		Wire Fee		\$207,459.49
			Total:	\$20.00	
7/17/2008	7/17/2008		Wire Fee		\$207,479.49
			Principal:	\$20.00	
			Total:	\$20.00	
7/17/2008	7/17/2008		wire Fee		\$207,479.49
			Loan Fee:	\$20.00	
			Total:	\$20.00	
8/11/2008	8/11/2008		Payment - Auto Split		\$207,366.89
			Principal:	\$112.60	
			Interest:	\$887.40	
			Total:	\$1,000.00	
9/3/2008	9/3/2008		Payment - Auto Split		\$207,259.74
			Principal:	\$107.15	
			Interest:	\$892.85	
			Total:	\$1,000.00	
9/16/2008	9/16/2008		Suntrust wire 091608		\$207,259.74
			Total:	\$20.00	
9/16/2008	9/16/2008		wire to Suntrust		\$231,379.74
			Principal:	\$24,120.00	
			Total:	\$24,120.00	
9/16/2008	9/16/2008		Loan Fee Payment		\$231,379.74
			Loan Fee:	\$20.00	
			Total:	\$20.00	
10/6/2008	10/6/2008		Payment - Auto Split		\$231,323.61
			Principal:	\$56.13	
			Interest:	\$943.87	
			Total:	\$1,000.00	
10/9/2008	10/9/2008		Rate Change: 5.000 % To 4.500 %		\$231,323.61

ACCOUNT #: CL - 4000833900

Commercial  
Unsecured

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$0.00	
10/10/2008	10/10/2008		Rate Change: 4.500 % To 5.500 %		\$231,323.61
			Total:	\$0.00	
10/10/2008	10/10/2008		Loan Renewal		\$231,323.61
			Total:	\$18,676.39	
10/10/2008	10/10/2008		Origination Fee - Immediate		\$231,323.61
			Total:	\$200.00	
10/10/2008	10/10/2008		Loan Fee Payment		\$231,323.61
			Loan Fee:	\$200.00	
			Total:	\$200.00	
10/10/2008	10/10/2008		Loan Advance		\$231,523.61
			Principal:	\$200.00	
			Total:	\$200.00	
10/31/2008	10/31/2008		Rate Change: 5.500 % To 5.000 %		\$231,523.61
			Total:	\$0.00	
11/4/2008	11/4/2008		Payment - Auto Split		\$231,516.89
			Principal:	\$6.72	
			Interest:	\$1,093.28	
			Total:	\$1,100.00	
11/10/2008	11/10/2008		Loan Renewal		\$231,516.89
			Total:	\$18,483.11	
11/10/2008	11/10/2008		Renewal Fee		\$231,516.89
			Total:	\$1,000.00	
11/10/2008	11/10/2008		Loan Advance		\$232,516.89
			Principal:	\$1,000.00	
			Total:	\$1,000.00	
11/10/2008	11/10/2008		Payment - Auto Split		\$232,516.89
			Loan Fee:	\$1,000.00	
			Total:	\$1,000.00	
11/17/2008	11/17/2008		Wire to Suntrust		\$247,516.89
			Principal:	\$15,000.00	
			Total:	\$15,000.00	
11/17/2008	11/17/2008		wire fee		\$247,536.89
			Principal:	\$20.00	
			Total:	\$20.00	
12/5/2008	12/5/2008		Payment - Auto Split		\$247,421.53
			Principal:	\$115.36	
			Interest:	\$984.64	
			Total:	\$1,100.00	
1/5/2009	1/5/2009		Payment - Auto Split		\$247,386.74
			Principal:	\$34.79	
			Interest:	\$1,065.21	
			Total:	\$1,100.00	
2/9/2009	2/9/2009		Payment - Auto Split		\$247,351.85
			Principal:	\$34.89	
			Interest:	\$1,065.11	
			Total:	\$1,100.00	
2/13/2009	2/13/2009		Loan Advance		\$249,751.85
			Principal:	\$2,400.00	
			Total:	\$2,400.00	
2/13/2009	2/13/2009		Wire fee		\$249,771.85
			Principal:	\$20.00	
			Total:	\$20.00	
3/6/2009	3/6/2009		Payment - Auto Split		\$249,742.17
			Principal:	\$29.68	

ACCOUNT #: CL - 4000833900

Commercial  
Unsecured

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Interest:	\$970.32	
			Total:	\$1,000.00	
4/6/2009	4/6/2009		Payment - Auto Split		\$249,717.43
			Principal:	\$24.74	
			Interest:	\$1,075.26	
			Total:	\$1,100.00	
5/8/2009	5/8/2009		Payment - Auto Split		\$249,707.91
			Principal:	\$9.52	
			Interest:	\$1,040.48	
			Total:	\$1,050.00	
6/4/2009	6/4/2009		Payment - Auto Split		\$249,683.04
			Principal:	\$24.87	
			Interest:	\$1,075.13	
			Total:	\$1,100.00	
7/7/2009	7/7/2009		Payment - Auto Split		\$249,673.36
			Principal:	\$9.68	
			Interest:	\$1,040.32	
			Total:	\$1,050.00	
8/20/2009	8/20/2009		*Late Fee		\$249,673.36
			Total:	\$100.00	
9/20/2009	9/20/2009		*Late Fee		\$249,673.36
			Total:	\$100.00	
10/20/2009	10/21/2009		*Late Fee		\$249,673.36
			Total:	\$1,248.37	
11/20/2009	11/20/2009		*Late Fee		\$249,673.36
			Total:	\$100.00	
11/27/2009	11/27/2009		Active to NonAccrual Status Change		\$249,673.36
			Total:	\$4,854.76	
9/29/2010	9/29/2010		Charge Off		\$249,673.36
			Total:	\$249,673.36	

## Loan Payoff Letter

12/28/2010  
LNN29000

Morris, Manning and Martin

Delivered via Fax: No

Customer Name: John A Creasy  
 Loan Account Number: CL-4000833900  
 Payoff Agent Reference Number:  
 Payoff Effective Date: 12/28/2010  
 Payoff Expiration Date: 12/28/2010

Pursuant to your request, the following payoff figures are in effect thru the payoff effective date referenced above. Please call to confirm these figures before sending your check.

+	Principal Balance	\$249,673.36
+	Deferred Principal	\$0.00
+	Accrued Interest	\$18,586.79
-	Rebate	\$0.00
+	Late Fees Due	\$1,548.37
+	Insurance Due	\$0.00
-	Insurance Rebate	\$0.00
-	Escrow Balance	\$0.00
-	Escrow Interest	\$0.00
+	Escrow Due	\$0.00
-	Unapplied Funds Bal	\$0.00
+	Alternate Int	\$0.00
	Total Payoff Amount:	\$269,808.52
	Per Diem Amount:	\$34.67

The figures reflected above are based upon the current loan records as of the date of this quote. The balance may fail to reflect payments, advances, reversals or other charges not yet brought to our attention. We reserve the right to adjust the balance due, for the reasons stated above, for 60 days after the closing of the loan. Such amounts will continue as a lien against the property until paid in full. If you have any questions with regards to this issue, please feel free to contact me.

Sincerely,

Wendy Youngblood  
 Corporate Banking Specialist

# **EXHIBIT 6**

First Citizens Bank  
3300 Cumberland Boulevard, SE  
Atlanta, GA 30339  
(678) 589-9000

## Account Snapshot

12/28/2010  
ST053000

Branch: 3 - Cumberland Banking O  
Phone: (678) 589-9000  
Fax: (770) 850-7812

Date: 12/28/2010  
Period: 01/02/2007 to 12/16/2009  
1080 (Days)

Personal Banker: Don Updegraff

J H Rowland  
4276 Sentinel Post Rd NW  
Atlanta, GA 30327-3951

ACCOUNT #: CL - 4001004500	Commercial Unsec/cc with all loans
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
1/2/2007	1/2/2007		Original Rate: 8.250 %		\$0.00
			Total:	\$0.00	
1/2/2007	1/2/2007		Loan Proceeds		\$0.00
			Total:	\$0.00	
1/2/2007	1/2/2007		Origination Fee - Immediate		\$625.00
			Total:	\$625.00	
1/2/2007	1/2/2007		Credit acct 29447		\$250,000.00
			Principal:	\$249,375.00	
			Total:	\$249,375.00	
2/5/2007	2/6/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,776.04	
			Total:	\$1,776.04	
3/5/2007	3/5/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,604.16	
			Total:	\$1,604.16	
4/2/2007	4/2/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,776.05	
			Total:	\$1,776.05	
4/30/2007	4/30/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,718.75	
			Total:	\$1,718.75	
6/1/2007	6/1/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,776.04	
			Total:	\$1,776.04	
7/2/2007	7/2/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,718.75	
			Total:	\$1,718.75	
7/30/2007	7/30/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,776.04	
			Total:	\$1,776.04	
9/4/2007	9/4/2007		Payment - Auto Split		\$250,000.00
			Interest:	\$1,776.04	
			Total:	\$1,776.04	
9/20/2007	9/20/2007		Rate Change: 8.250 % To 7.750 %		\$250,000.00
			Total:	\$0.00	



ACCOUNT #: CL - 4001004500	Commercial Unsec/cc with all loans
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## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
10/1/2007	10/1/2007		Payment - Auto Split Interest:	\$1,718.75	\$250,000.00
			Total:	\$1,718.75	
11/1/2007	11/1/2007		Rate Change: 7.750 % To 7.500 %		\$250,000.00
			Total:	\$0.00	
11/5/2007	11/5/2007		Payment - Auto Split Interest:	\$1,626.74	\$250,000.00
			Total:	\$1,626.74	
11/30/2007	11/30/2007		Payment - Auto Split Interest:	\$1,560.76	\$250,000.00
			Total:	\$1,560.76	
12/12/2007	12/12/2007		Rate Change: 7.500 % To 7.250 %		\$250,000.00
			Total:	\$0.00	
1/2/2008	1/2/2008		Payment - Auto Split Interest:	\$1,578.13	\$250,000.00
			Total:	\$1,578.13	
1/2/2008	1/10/2008		Loan Renewal		\$250,000.00
			Total:	\$0.00	
1/23/2008	1/23/2008		Rate Change: 7.250 % To 6.500 %		\$250,000.00
			Total:	\$0.00	
1/29/2008	1/29/2008		Renewal fee		\$250,000.00
			Total:	\$275.00	
1/29/2008	1/29/2008		Loan Fee Payment	\$275.00	\$250,000.00
			Loan Fee:	\$275.00	
			Total:	\$275.00	
1/31/2008	1/31/2008		Rate Change: 6.500 % To 6.000 %		\$250,000.00
			Total:	\$0.00	
2/7/2008	2/7/2008		Payment - Auto Split Interest:	\$1,560.76	\$250,000.00
			Total:	\$1,560.76	
3/3/2008	3/3/2008		Payment - Auto Split Interest:	\$1,149.30	\$250,000.00
			Total:	\$1,149.30	
3/19/2008	3/19/2008		Rate Change: 6.000 % To 5.250 %		\$250,000.00
			Total:	\$0.00	
4/3/2008	4/3/2008		Payment - Auto Split Interest:	\$1,218.75	\$250,000.00
			Total:	\$1,218.75	
5/1/2008	5/1/2008		Rate Change: 5.250 % To 5.000 %		\$250,000.00
			Total:	\$0.00	
5/12/2008	5/12/2008		Payment - Auto Split Interest:	\$1,093.75	\$250,000.00
			Total:	\$1,093.75	
6/12/2008	6/12/2008		*Late Fee		\$250,000.00
			Total:	\$53.73	
6/27/2008	6/27/2008		Payment - Auto Split Interest:	\$1,128.39	\$250,000.00
			Total:	\$1,128.39	
7/12/2008	7/12/2008		*Late Fee		\$250,000.00
			Total:	\$49.40	
7/14/2008	7/14/2008		Payment - Auto Split Interest:	\$987.93	\$250,000.00
			Late Fee:	\$53.73	

ACCOUNT #: CL - 4001004500

Commercial  
Unsec/cc with all loans

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$1,041.66	
8/4/2008	8/4/2008		Payment - Auto Split		\$250,000.00
			Interest:	\$1,076.39	
			Late Fee:	\$49.40	
			Total:	\$1,125.79	
9/11/2008	9/11/2008		Payment - Auto Split		\$250,000.00
			Interest:	\$1,076.39	
			Total:	\$1,076.39	
10/9/2008	10/9/2008		Rate Change: 5.000 % To 4.500 %		\$250,000.00
			Total:	\$0.00	
10/12/2008	10/12/2008		*Late Fee		\$250,000.00
			Total:	\$52.08	
10/17/2008	10/17/2008		Payment - Auto Split		\$250,000.00
			Interest:	\$1,041.67	
			Late Fee:	\$52.08	
			Total:	\$1,093.75	
10/31/2008	10/31/2008		Rate Change: 4.500 % To 4.000 %		\$250,000.00
			Total:	\$0.00	
11/12/2008	11/12/2008		Payment - Auto Split		\$250,000.00
			Interest:	\$993.05	
			Total:	\$993.05	
12/1/2008	12/1/2008		Payment - Auto Split		\$250,000.00
			Interest:	\$826.39	
			Total:	\$826.39	
12/17/2008	12/17/2008		Rate Change: 4.000 % To 3.250 %		\$250,000.00
			Total:	\$0.00	
1/2/2009	1/2/2009		Payment - Auto Split		\$250,000.00
			Interest:	\$777.78	
			Total:	\$777.78	
1/2/2009	1/9/2009		Rate Change: 3.250 % To 6.250 %		\$250,000.00
			Total:	\$0.00	
1/2/2009	1/9/2009		Loan Renewal		\$250,000.00
			Total:	\$0.00	
1/9/2009	1/9/2009		*** Backdate Rate: Accrual Increase		\$250,000.00
			Total:	\$145.83	
1/28/2009	1/28/2009		Origination Fee - Immediate		\$250,000.00
			Total:	\$2,500.00	
1/30/2009	1/30/2009		Loan Fee Payment		\$250,000.00
			Loan Fee:	\$2,500.00	
			Total:	\$2,500.00	
3/12/2009	3/12/2009		*Late Fee		\$250,000.00
			Total:	\$179.25	
3/18/2009	3/18/2009		Payment - Auto Split		\$250,000.00
			Interest:	\$2,560.76	
			Total:	\$2,560.76	
3/23/2009	3/24/2009		Late Fee Payment		\$250,000.00
			Late Fee:	\$179.25	
			Total:	\$179.25	
4/12/2009	4/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
5/12/2009	5/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
5/22/2009	5/22/2009		Payment - Auto Split		\$250,000.00
			Interest:	\$1,445.49	

ACCOUNT #: CL - 4001004500

Commercial  
Unsec/cc with all loans

## Transaction Information

Effective Date	Entered Date	CK #	Description	Amount	Balance
			Total:	\$1,445.49	
6/12/2009	6/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
7/12/2009	7/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
8/5/2009	8/5/2009		Payment - Auto Split Interest:	\$1,302.08	\$250,000.00
			Total:	\$1,302.08	
8/5/2009	8/5/2009		Payment - Auto Split Interest:	\$1,302.08	\$250,000.00
			Total:	\$1,302.08	
8/5/2009	8/5/2009		Payment - Auto Split Interest:	\$1,445.49	\$250,000.00
			Total:	\$1,445.49	
8/5/2009	8/5/2009		Payment - Auto Split Interest:	\$1,145.49	\$250,000.00
			Late Fee:	\$400.00	
			Total:	\$1,545.49	
9/12/2009	9/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
10/12/2009	10/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
11/12/2009	11/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
12/12/2009	12/12/2009		*Late Fee		\$250,000.00
			Total:	\$100.00	
12/16/2009	12/16/2009		Active to NonAccrual Status Change		\$250,000.00
			Total:	\$5,902.77	

## Loan Payoff Letter

12/28/2010  
LNN29000

Morris, Manning and Martin

Delivered via Fax: No

Customer Name: J H Rowland  
Loan Account Number: CL-4001004500  
Payoff Agent Reference Number:  
Payoff Effective Date: 12/28/2010  
Payoff Expiration Date: 12/28/2010

Pursuant to your request, the following payoff figures are in effect thru the payoff effective date referenced above. Please call to confirm these figures before sending your check.

+	Principal Balance	\$250,000.00
+	Deferred Principal	\$0.00
+	Accrued Interest	\$22,265.62
-	Rebate	\$0.00
+	Late Fees Due	\$400.00
+	Insurance Due	\$0.00
-	Insurance Rebate	\$0.00
-	Escrow Balance	\$0.00
-	Escrow Interest	\$0.00
+	Escrow Due	\$0.00
-	Unapplied Funds Bal	\$0.00
+	Alternate Int	\$0.00
	Total Payoff Amount:	\$272,665.62
	Per Diem Amount:	\$43.40

The figures reflected above are based upon the current loan records as of the date of this quote. The balance may fail to reflect payments, advances, reversals or other charges not yet brought to our attention. We reserve the right to adjust the balance due, for the reasons stated above, for 60 days after the closing of the loan. Such amounts will continue as a lien against the property until paid in full. If you have any questions with regards to this issue, please feel free to contact me.

Sincerely,

Wendy Youngblood  
AVP